

7. You agree that said airplane, and each and every part thereof, will be thoroughly inspected by you, that it will be in perfect mechanical condition and suitable for the purposes for which you intend to use it hereunder, and that all persons employed by you to operate said airplane or perform any services in connection therewith will be thoroughly competent and experienced pilots and mechanics, and capable in all respects of performing the work to be required of them. You further agree that said airplane will be operated in a careful and prudent manner and in compliance with any and all laws and ordinances relating thereto. In no event shall we be liable to you for the cost of any repairs or damages to or caused by said airplane; and you agree to indemnify us and to save us harmless from any and all loss, cost, damage and legal fees and expenses of any kind whatsoever arising out of damage to or loss of property or injury to or death of persons, and resulting either directly or indirectly from the operation of said airplane or out of the performance by you or any of your employees of any of your obligations hereunder. You are to exert your best efforts to the end that said lion will be delivered to us in a safe and sound condition at New York City, but you are not to be responsible for the health of said lion. It is expressly agreed that in the performance of any act or services hereunder you shall be and be deemed to be an independent contractor.

If the foregoing is in accordance with your understanding of our agreement, please indicate your acceptance and approval hereof in the space hereinbelow provided.

Yours very truly,

METRO-GOLDWYN-MAYER CORPORATION

By (Signed) Louis B. Mayer  
Vice-President.

Accepted and Approved:

RYAN AIRLINES

By (Signed) B.F. Mahoney.

Received of Metro-Goldwyn-Mayer Corporation, concurrently with the execution of the foregoing contract, the sum of Five Thousand Dollars (\$5,000.00) hereinabove in paragraph 5 referred to.

RYAN AIRLINES

By (Signed) B.F. Mahoney.